Alias bin Jubri & Ors v Edaran Otomobil Nasional Bhd

HIGH COURT (KUALA LUMPUR) — ORIGINATING SUMMONS NO R2-25-89-93
LOW HOP BING J
30 JUNE 1995

Labour Law *— Industrial Court — Award — Whether Industrial Court had acted in excess of and without jurisdiction by declining to hear and determine application by individual workmen for interpretation of collective agreement — Whether individual workmen were proper parties and have locus standi to make an application for interpretation of collective agreement — Industrial Relations Act 1967 ss 2 & 33(1)*

Administrative Law *— Remedies — Certiorari — Application to quash award of Industrial Court — Industrial Court refusing to hear application by individual workmen for interpretation of collective agreement — Whether Industrial Court had acted in excess of jurisdiction — Industrial Relations Act 1967 ss 2 & 33(1)*

A collective agreement ('the 1990 agreement') on wages and terms and conditions of employment was entered into on 26 November 1990 between Edaran Otomobil Nasional Bhd ('the company') and Kesatuan Pekerja-Pekerja Edaran Otomobil Nasional, Semenanjung Malaysia. The applicants, employees of the company, filed an application under s 33(1) of the Industrial Relations Act 1967 ('the Act') requesting the Industrial Court to interpret Apps II and III of the 1990 agreement. In reply, the company raised a preliminary objection to the application, contending that the applicants were not the proper parties to the application as they did not have locus standi to file the application, and the Industrial Court had no jurisdiction to proceed with the application. The preliminary objection was upheld and the application dismissed by the Industrial Court. Unsatisfied with the decision of the Industrial Court, the applicants applied for an order of certiorari, contending that the Industrial Court had acted in excess of and without jurisdiction by declining to hear and determine their application for interpretation. The issue to be decided here was whether the Industrial Court was right in holding that the applicants, being individual workmen, were not the proper parties to make the application for an interpretation of the 1990 agreement under s 33(1) of the the Act.

Held, dismissing the application:

(1) It is trite law that the High Court may interfere with the decision of the Industrial Court despite the sheltering effect of s 33B of the Act where the Industrial Court commits any error of law (see p 255D–E; *Syarikat Kenderaan Melayu Kelantan Bhd v Transport Workers' Union* [1995] 2 MLJ 317 followed).

(2) Only a party under s 2 of the Act has locus standi to make an application under s 33(1). A 'party' is defined in s 2 as 'a trade union of workmen acting for all or any number of its members in

the trade dispute'. Under the provisions of the Act, individual workmen cannot enter into a collective agreement with an employer. Interpreting the phrase 'party bound' in s 33(1) of the Act in the light of s 2, it must mean 'a trade union of workmen acting for all or any number of its members bound by the agreement.' In the circumstances, since the applicants were not a 'party bound' by the 1990 agreement, the Industrial Court was right in concluding that the applicants did not come within the ambit of the definition of 'party bound' in s 33(1) (see pp 255F, 256E–H, 257C–D; *Anthonyamah d/o Anthony & Ors v Socfin Co Bhd* [1992] ILR 297 distinguished).

(3) An applicant's right to file a complaint under s 56(1) of the Act had been expressly provided for in that section as the phrase 'person bound' includes individual employees. If it had been the intention of Parliament to also give the individual workman the right to seek an interpretation under s 33(1), the words 'or person' would have appeared after the word 'party' in s 33(1). The omission of the words 'or person' is not accidental but intended to give the right to apply for interpretation only to the parties bound by the agreement and not 'persons' bound by the agreement (see p 259D–F).

(4) Therefore, in holding that the applicants, being individual workmen, had no locus standi to apply for an interpretation under s 33(1) of the Act, the Industrial Court acted within its jurisdiction and did not commit any error of law or error of law affecting its jurisdiction. There was thus no ground for the High Court to interfere with and quash the decision of the Industrial Court (see p 260B–C).

Obiter:

An individual workman who has strong views on the interpretation of a provision of an agreement and fails to get the support of the union to refer the question to the court might seek the assistance of the Minister to do so under s 33(1) of the Act. Therefore, the individual employees' interest is also taken care of. The Minister's discretion exercised under this subsection also prevents the floodgates from being opened to individual workmen thereby still retaining the finality to a certain degree (see p 259G–I; *Malayan Agricultural Producers Association v National Union of Plantation Workers* [1992] 2 MLJ 57 followed).

[Bahasa Malaysia summary

Suatu perjanjian kolektif ('perjanjian 1990 itu') mengenai upah dan terma dan syarat-syarat pekerjaan telah ikat pada 26 November 1990 di antara Edaran Otomobil Nasional Bhd ('syarikat itu') dan Kesatuan Pekerja-Pekerja Edaran Otomobil Nasional, Semenanjung Malaysia. Pemohon, pekerja-pekerja syarikat itu, memfailkan satu permohonan di bawah s 33(1) Akta Perhubungan Perusahaan 1967 ('Akta itu')

meminta Mahkamah Perusahaan mentafsirkan Jadual II dan III perjanjian 1990 itu. Dalam jawapannya, syarikat itu membangkitkan satu bantahan awal terhadap permohonan itu atas alasan pemohon bukanlah pihak yang betul dalam permohonan itu kerana mereka tiada locus standi untuk memfailkan permohonan itu, dan Mahkamah Perusahaan tidak mempunyai bidang kuasa untuk mendengar permohonan itu. Bantahan awal itu dibenarkan dan permohonan itu ditolak oleh Mahkamah Perusahaan. Tidak berpuas hati dengan keputusan Mahkamah Perusahaan itu, pemohon memohon untuk perintah certiorari, dihujah bahawa Mahkamah Perusahaan telah bertindak melebihi dan tanpa bidang kuasa dalam keengganannya mendengar dan memutuskan permohonan mereka untuk pentafsiran. Isu yang perlu diputuskan di sini adalah sama ada Mahkamah Perusahaan betul ketika memutuskan bahawa pemohon, sebagai pekerja-pekerja individu, bukan pihak yang betul untuk membuat permohonan untuk satu pentafsiran perjanjian 1990 itu di bawah s 33(1) Akta itu.

Diputuskan, menolak permohonan itu:

(1) Adalah menjadi undang-undang basi bahawa Mahkamah Tinggi boleh bercampur tangan dalam keputusan Mahkamah Perusahaan sungguhpun terdapat perlindungan dari s 33B Akta itu, di mana Mahkamah Perusahaan melakukan apa-apa kesilapan di sisi undang-undang (lihat ms 255D–E; *Syarikat Kenderaan Melayu Kelantan Bhd v Transport Workers' Union* [1995] 2 MLJ 317 diikut).

(2) Hanya satu pihak di bawah s 2 Akta itu mempunyai locus standi untuk membuat satu permohonan di bawah s 33(1). Satu 'pihak' ditakrifkan dalam s 2 sebagai 'kesatuan sekerja pekerja yang bertindak bagi semua atau mana-mana bilangan anggotanya dalam pertikaian perdagangan'. Di bawah peruntukan Akta itu, pekerja-pekerja individu tidak boleh mengikat perjanjian kolektif dengan seorang majikan. Dalam mentafsirkan ungkapan 'pihak yang terikat' di dalam s 33(1) Akta itu mengikut s 2, ianya mestilah bermakna 'satu kesatuan sekerja pekerja yang bertindak untuk semua atau mana-mana bilangan anggotanya yang terikat oleh perjanjian itu'. Dalam keadaan ini, oleh kerana pemohon bukan satu 'pihak yang terikat' oleh perjanjian 1990 itu, Mahkamah Perusahaan betul ketika memutuskan bahawa pemohon tidak termasuk dalam lingkungan takrif 'pihak yang terikat' di dalam s 33(1) (lihat ms 255F, 256E–H, 257C–D; *Anthonyamah d/o Anthony & Ors v Socfin Co Bhd* [1992] ILR 297 dibeza).

(3) Hak seseorang pemohon untuk memfailkan aduan di bawah s 56(1) Akta itu telah secara nyata diperuntukkan dalam seksyen itu kerana ungkapan 'orang yang terikat' termasuk pekerja individu. Jika ianya niat Parlimen untuk memberikan juga pekerja individu hak untuk mendapatkan pentafsiran di bawah s 33(1), perkataan 'atau orang' akan dimasukkan selepas perkataan 'pihak'

di dalam s 33(1). Ketiadaan perkataan 'atau orang' bukanlah secara tidak sengaja tetapi diniatkan untuk memberikan hak memohon untuk pentafsiran hanya kepada pihak yang terikat oleh perjanjian itu dan bukan 'orang-orang' yang terikat oleh perjanjian itu (lihat ms 259D–F).

(4) Oleh itu, ketika memutuskan bahawa pemohon, sebagai pekerja-pekerja individu, tidak mempunyai locus standi untuk memohon untuk satu pentafsiran di bawah s 33(1) Akta itu, Mahkamah Perusahaan telah bertindak dalam bidang kuasanya dan tidak melakukan apa-apa kesilapan di sisi undang-undang atau kesilapan di sisi undang-undang yang menjejaskan bidang kuasanya. Maka tidak terdapat alasan untuk Mahkamah Tinggi bercampur tangan dalam dan membatalkan keputusan Mahkamah Perusahaan itu (lihat ms 260B–C).

Obiter:

Seorang pekerja individu yang mempunyai pandangan yang kuat terhadap tafsiran sesuatu peruntukkan dalam sesuatu perjanjian dan telah gagal mendapatkan sokongan kesatuan untuk merujuk persoalan itu ke mahkamah boleh mendapatkan bantuan Menteri untuk berbuat demikian di bawah s 33(1) Akta itu. Maka, kepentingan pekerja individu juga dijaga. Budi bicara Menteri yang digunakan di bawah subseksyen ini juga mengelakkan pembukaan 'floodgates' kepada semua pekerja-pekerja individu, kesudahannya masih mengekalkan kata putus pada tahap yang tertentu (lihat ms 259G–I; *Malayan Agricultural Producers Association v National Union of Plantation Workers* [1992] 2 MLJ 57 diikut).]

Notes

For cases on jurisdiction of the Industrial Court, see 8 *Mallal's Digest* (4th Ed) paras 714–730; [1991] Mallal's Digest 1284–1285; [1992] Mallal's Digest 1162–1165; [1993] Mallal's Digest 932–933; [1994] Mallal's Digest 1523–1528.

For cases on remedy of certiorari, see 1 *Mallal's Digest* (4th Ed, 1995 Reissue) paras 96–227.

Cases referred to

Anthonyamah d/o Anthony & Ors v Socfin Co Bhd [1992] ILR 297

Dragon and Phoenix Bhd v Kesatuan Pekerja-Pekerja Perusahaan Membuat Textil & Pakaian Pulau Pinang & Anor [1991] 1 MLJ 89

Lee Wah Bank Ltd v National Union of Bank Employees [1981] 1 MLJ 169

Malayan Agricultural Producers Association v National Union of Plantation Workers [1992] 2 MLJ 57

Syarikat Kenderaan Melayu Kelantan Bhd v Transport Workers Union [1995] 2 MLJ 317

Legislation referred to

Industrial Relations Act 1967 ss 2, 9(1), 13(1)(a), 14(1), (2), 21, 33(1), (2), (3), 33B, 56(1)

Appeal from: Case No 1/1–38–93 (Industrial Court, Kuala Lumpur)

Boniface Lobo (*Lobo & Associates*) for the applicants.
A Ramadass (*Ramadass & Associates*) for the respondent.

Cur Adv Vult

Low Hop Bing J:

A The issue

The issue to be determined in this application (for an order of certiorari) is whether the Industrial Court was right in holding in Award No 192 of 1993 dated 25 June 1993 that the applicants, being individual workmen, are not the proper parties to this application and so have no locus standi to make an application under s 33(1) of the Industrial Relations Act 1967 ('the Act'). In other words, can an individual employee make an application under s 33(1) for an interpretation of a provision in a collective agreement?

B The facts

On 26 November 1990, Edaran Otomobil Nasional Bhd ('the company') and Kesatuan Pekerja-Pekerja Edaran Otomobil Nasional, Semenanjung Malaysia ('the union') entered into a collective agreement on wages and terms and conditions of employment binding on them. The collective agreement ('the 1990 agreement') was taken cognizance of by the Industrial Court on 27 February 1991 vide cognizance No 47/91. It was valid for a period of three years effective from 1 July 1990 to 30 June 1993. The 1990 agreement was subsequently varied on 13 December 1991 and the articles varied on that occasion were on: (i) scope of agreement; and (ii) trip allowance. And the variation was taken cognizance of by the Industrial Court on 24 December 1991 vide the same cognizance No 47/91.

On 19 December 1991, En Alias Bin Jubri and nine others ('the applicants') lodged a complaint of non-compliance against the company under s 56(1) of the Act, in that the company had not paid them their trip allowance in accordance with App III to the 1990 agreement.

After hearing the complaint of non-compliance against the company, the Industrial Court held that it must first read and find out the meaning of App II before it could determine on the case of non-compliance, in view of the uncertainty and ambiguity over the language used therein. It could not then call for an interpretation as it had no jurisdiction to do so: *Dragon and Phoenix Bhd v Kesatuan Pekerja-Pekerja Perusahaan Membuat Textil & Pakaian, Pulau Pinang & Anor* [1991] 1 MLJ 89. The Industrial Court then had the case of non-compliance stood down until the interpretation issue was determined. In the circumstances, the Industrial Court made no

A decision on any issue in that complaint. The applicants then filed an application for interpretation under s 33(1) requesting the Industrial Court to interpret App II and III in the following manner:

> On an interpretation of cll 2 and 3 of App II read with App III of the said agreement, the applicants are entitled to the trip allowance and incentive as
B stated hereunder.

In its statement in reply as well as at the proceedings before the Industrial Court, the company raised a preliminary objection to the application, contending that, by reading s 33(1), En Alias bin Jubri and nine others are not the proper parties to this application and therefore have no locus
C standi to file the application. It further contended that the Industrial Court had no jurisdiction to proceed with the application. This objection was upheld by the Industrial Court and the applicants' application was consequently dismissed.

The applicants' contention is that the Industrial Court acted in
D excess of and or without jurisdiction by declining to hear and determine the applicants' application.

C Judicial review based on error of law

It is trite law that the High Court may interfere with the decision of the Industrial Court despite the sheltering effect of s 33B, where the Industrial
E Court commits any error of law (see *Syarikat Kenderaan Melayu Kelantan Bhd v Transport Workers' Union* [1995] 2 MLJ 317).

D Whether Industrial Court committed errors of law in this case?

On the applicants' contention that the Industrial Court had acted in excess
F of and or without jurisdiction, it is my finding that the Industrial Court did not commit any error of law or error of law affecting its jurisdiction when it held that the applicants had no locus standi.

The Industrial Court, set up under s 21, is a creature of statute and its jurisdiction is derived from within the four corners of the Act (see *Lee Wah Bank Ltd v National Union of Bank Employees* [1981] 1 MLJ 169).
G Thus, the Industrial Court can only assume jurisdiction if a matter is referred to it by the Minister, eg:

(a) a reference under s 8(2A), in relation to a complaint of contravention of ss 4, 5 or 7;

H (b) a reference under s 20(3), in relation to a complaint of unfair dismissal;

(c) a reference under s 26, in relation to a trade dispute;

(d) a reference under s 33(1), in respect of an interpretation; and

(e) on the application of any party bound by an award or agreement under s 33(1) and (2), or on a complaint of non-compliance by any
I trade union or person bound by an award or agreement under s 56(1).

Apart from the abovestated instances where the court is conferred with jurisdiction either by the Minister or the parties to a trade dispute

themselves, the court cannot confer jurisdiction on itself. If it does so, then it is said to assume jurisdiction illegally.

The applicants submitted to the effect that the Industrial Court had 'directed' the applicants as individual employees to file an application for interpretation under s 33(1). Upon a proper perusal of the record before me, I hold that the Industrial Court did not direct the applicants to file an application for interpretation under s 33(1). In fact, the Industrial Court stood down the hearing until the interpretation issue is determined. In doing so, the Industrial Court has correctly complied with the law enunciated by the Supreme Court in *Dragon & Phoenix Bhd v Kesatuan Pekerja-Pekerja Perusahaan Membuat Textil & Pakaian, Pulau Pinang* [1991] 1 MLJ 89, ie in a complaint of non-compliance, the Industrial Court cannot adjudicate on the issue if there was a need for interpretation. The Industrial Court was, therefore, not directing and indeed could not direct the applicants to come before it under s 33(1), because the Industrial Court cannot confer jurisdiction on itself and act outside the four corners of the Act.

The applicants also submitted that the Industrial Court did not take into account ss 2 and 33(1) in arriving at its decision that the applicants had no locus standi under s 33(1).

In my judgment, only a party as defined in s 2 has locus standi. A 'party' is defined in s 2 as 'a trade union of workmen acting for all or any number of its members in the trade dispute ...'. Section 33(1) refers to the phrase 'party bound'. The phrase 'party bound' should, in my view, be interpreted in the light of s 2. Hence, upon a proper construction of the phrase 'party bound' in s 33(1), I hold that it means 'a trade union of workmen acting for all or any number of its members bound by the agreement.' In the circumstances, since the applicants are not a 'party bound' by the agreement, the Industrial Court was right in concluding that the applicants did not come within the ambit of the definition of 'party bound' in s 33(1).

The applicants also contended that the Industrial Court had failed to follow the High Court decision in *Anthonyamah d/o Anthony & Ors v Socfin Co Bhd* [1992] ILR 297.

In my judgment, in the *Anthonyamah* case, the court was asked to decide whether, in a trade dispute referred to the Industrial Court by the Minister under s 26(2), the Industrial Court had jurisdiction to substitute, under s 29(a), an individual in place of a trade union. The issue was one of dismissal of individual workmen and not an application for interpretation of a collective agreement under s 33(1).

Section 33(1) says that 'any party bound by the award or agreement may apply to the court for a decision on the question'. Two crucial matters call for judicial interpretation herein, viz:

(1) collective agreement; and

(2) a party bound by the collective agreement.

Section 2 defines 'collective agreement' as:

> ... an agreement in writing concluded between *an employer or a trade union of employers on the one hand and a trade union of workmen on the other* relating to the terms and conditions of employment and work of workmen or concerning relations between such parties.

It must be immediately emphasized that under the provisions of the Act, individual workmen cannot enter into a collective agreement with an employer. Individual workmen have no locus standi to invite the employer to enter into a collective agreement. Section 13 specifically states that only a trade union of workmen accorded recognition by an employer can invite the employer under s 13(1)(a) to commence collective bargaining for the purpose of concluding a collective agreement.

In a trade dispute over the failure to conclude a collective agreement, the 'parties' to the dispute, as defined in s 2, can only be the employer on the one hand and a trade union of workmen on the other. The individual workman has no locus standi to be involved in a trade dispute with the employer over the failure to conclude a collective agreement.

Section 14(1) pertaining to a collective agreement provides that, 'a collective agreement shall be in writing and signed by the parties to the agreement or by persons authorized in that behalf.' Parties to the agreement are the employer on the one hand and the trade union of workmen accorded recognition on the other. Once again the individual workman has no locus standi to sign a collective agreement.

Section 14(2) states as follows:

> A collective agreement shall set out the terms of the agreement and shall, where appropriate:
>
> (a) name the parties thereto;
>
> (b) ...
>
> (c) ...
>
> (d) unless there exists appropriate machinery established by virtue of an agreement between the parties for the settlement of disputes, prescribe the procedure for the adjustment of any question that may arise as to the implementation or interpretation of the agreement and reference of such questions to the court for a decision.

These are statutory provisions and the Industrial Court may refuse to take cognizance of the agreement under s 16(2) if s 14(2) is not complied with. In other words, a collective agreement itself *must identify the parties* to the agreement and among others, stipulate the procedure for the reference of a question for interpretation.

In the instant case, art 1 of the collective agreement defines parties to the agreement as, 'Edaran Otomobil Nasional Bhd and Kesatuan Pekerja-Pekerja Edaran Otomobil Nasional, Semenanjung Malaysia'. An individual workman is not a party to the agreement. Article 4 of the agreement, under the heading, 'Interpretation And Arbitration' expressly states that, 'Any dispute relating to the implementation or interpretation of this agreement

shall be referred to the Industrial Court for decision in accordance with the provisions of the Industrial Relations Act 1967 unless settled by negotiation between the company and the union.' This article clearly spells out the parties who can refer a dispute for interpretation to the court, ie the company and the trade union of workmen. The applicants being individual workmen who only *benefit* from the provisions of the agreement have no locus standi to go to the court for an interpretation. This is not only logical but in line with the scheme of the Act itself where only trade unions of workmen are given the right to negotiate and conclude a collective agreement and then to refer their dispute over interpretation to the Industrial Court.

It is the *trade union of workmen* and the employer who meet to negotiate collective agreements. The parties give specific meaning to specific terms, phrases and benefits provided for in the collective agreement and seek, where disputes arise, the assistance of the Industrial Court in giving an interpretation on the disputed term or phrase. The Industrial Court is statutorily required by s 33(3) to afford a reasonable opportunity of being heard to the *parties bound by the agreement.*

The purpose of giving the parties a reasonable opportunity of being heard is to hear their reasons and justification for the interpretation that they seek, and to state to the court what they thought they had bargained for when they negotiated and concluded a particular term or benefit. An individual workman who had no locus standi all the way, from the time recognition was sought under s 9(1) by the trade union representing him, right up to the conclusion of the collective agreement by the union under s 14, cannot suddenly step into the shoes of the trade union and insist in the Industrial Court that his own personal interpretation should be preferred over that of the employer (and of the trade union as well). It would be a most peculiar position which can lead to multiplicity of negotiations, situations and interpretations. If the individual workmen could apply to the court for an interpretation, there is absolutely nothing to stop other individual employees from the company going to the court if they felt that their interpretation should be preferred over others. There would be no finality to questions of interpretations on the same issue thus making nonsense of the objective of the Act, ie to regulate the relationship between employers and workmen and their trade union and the prevention and settlement of any differences or disputes arising from their relationship. There would be no finality to questions of interpretation if individual employees are permitted to seek interpretation under s 33(1). These employees would range from a few hundred to tens of thousand in the case of large employer. They would all fill up Form M and file applications with the Industrial Court perennially seeking the court to render an interpretation based on their own understanding and perception of the provision in the agreement. This cannot be the intention of Parliament in providing for s 33(1), as the preamble to the Act states that it is, 'An Act to provide for the regulation of the relations between employers and workmen and their trade unions and the prevention and the settlement of any differences arising from their relationship and generally to deal with trade disputes and matters arising therefrom.' There would be chaos if individual

A employees all start seeking interpretations, in which event the Industrial Court would be required to render interpretations over the same matter again and again with no finality. Surely this is no way of regulating relations between employers and workmen and their trade unions and no way of preventing trade disputes employers and workmen as the preamble envisages. Furthermore, as the preamble states, the objective of the Act is to regulate relations between employers and workmen and their trade unions (in the plural and in conjunction with their trade unions). The individual workman has no place in the Act unless expressly included, eg:

(a) s 20 specifically refers to 'a workman' giving the individual workman the right to challenge a dismissal which he considers unjustified; and

(b) s 56 provides for an individual workman's right under the Act in that, 'a complaint that any term of any award or of any collective agreement which has been taken cognizance of by the court has not been complied with may be lodged with the court in writing by any trade union or person bound by such award or agreement.

The applicant's right to file a complaint under s 56(1) has been expressly provided for in that section as the phrase *person bound* includes individual employees. The Industrial Court carries out an enforcement function in a summary manner under s 56(1). The Industrial Court is statutorily required to come to the assistance of the individual workman who seeks to enforce a specific provision of the collective agreement binding on him. If it had been the intention of Parliament to also give the individual workman the right to seek an interpretation under s 33(1), the words 'or person' would have appeared after the word 'party' in s 33(1). The omission of the words 'or person' is not accidental but intended to give the right to apply for interpretation only to the parties bound by the agreement and not 'persons' bound by the agreement.

The applicants also contended that if a workman is not a union member, his union will not take up his case and the individual workman will have no way of seeking legal redress under s 33(1) in respect of a collective agreement. Parliament, in its wisdom, has foreseen that possibility and has made provision for that eventuality in s 33(1) itself by providing that, 'if any question arises as to the interpretation of any award or collective agreement taken cognizance of by the court, the Minister may refer the question to the court for a decision on the question.' An individual workman who has strong views on the interpretation of a provision of an agreement and fails to get the support of the union to refer the question to the court might seek the assistance of the Minister to do so. The Supreme Court decision referred to in *Malayan Agricultural Producers Association v National Union of Plantation Workers* [1992] 2 MLJ 57 was in fact a reference by the Minister under s 33(1). This in fact fits into the scheme of the Act as individual employees' interest is also taken care of. The Minister's discretion exercised under this subsection also prevents the floodgates from being opened to individual workmen thereby still retaining the finality to a certain degree.

Thus, a comparison of s 33(1) which involves the interpretative function of the court, and s 56(1) which involves the enforcement function of the court, would show clearly that an individual workman has no locus standi under s 33(1) since he is making an attempt to get the court to accept his interpretation when the court ought to be concerned with the interpretation of the parties who had negotiated and concluded the said agreement.

There is no evidence that the Industrial Court committed any error of law or error of law affecting its jurisdiction. There is, therefore, no ground for the High Court to interfere with and quash the said decision of the Industrial Court. In holding that individual employees have no locus standi under s 33(1), the Industrial Court had acted within jurisdiction. I, therefore, dismiss the applicant's application with costs.

Application dismissed.

Reported by Hanim Kamaruddin